

The relief described hereinbelow is **SO ORDERED**

Done this 29th day of March, 2017.



William R. Sawyer
United States Bankruptcy Judge



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF ALABAMA
OPELIKA DIVISION**

IN RE:

TIMOTHY C. KITE AND MARY C. KITE, NONFILING CO-DEBTOR;	CHAPTER 13 CASE NO. 15-81672
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Debtor(s)

ORDER CONDITIONALLY DENYING RELIEF FROM STAY AND CO-DEBTOR STAY

This matter came on for hearing upon the motion of Specialized Loan Servicing LLC seeking relief from the automatic stay and co-debtor stay imposed by 11 U.S.C. §§ 362 and 1301, as it relate(s) to the enforcement of the lien of Specialized Loan Servicing LLC and its assigns, against property of the Debtor(s) located at 1 Adams Lane, Fort Mitchell, AL 36856.

Whereas the Court being informed of the agreement of the parties, it is therefore ORDERED, ADJUDGED and DECREED that the motion of Specialized Loan Servicing LLC is CONDITIONALLY DENIED, conditioned upon the following:

1. The Debtor(s) post-petition arrearage due Specialized Loan Servicing LLC is the aggregate amount of \$7,480.25, which represents payments due for August 2016 – November

2016 at \$944.92 each, and December 2016 – March 2017 at \$927.33 each, less \$8.75 in suspense, is to be placed back into the Debtor(s) Chapter 13 plan. The Debtor(s) plan is amended to include, the aforementioned post-petition arrearage due Specialized Loan Servicing LLC with the Debtor(s) payments to the Chapter 13 Trustee being increased to \$754.00 per month, and the Chapter 13 Trustee's payments to Specialized Loan Servicing LLC being set at \$174.00 per month. Specialized Loan Servicing LLC is hereby allowed to file a claim for, the said post-petition arrearage, fees and costs.

2. The Debtor(s) shall resume his/her/their regular monthly payments due Specialized Loan Servicing LLC as said payments fall due each month, beginning with the April, 2017 and continuing each successive month thereafter until the Debtor(s) mortgage obligation with Specialized Loan Servicing LLC, or its assigns, has been satisfied.

3. In the event that any regular monthly payment is not received by Specialized Loan Servicing LLC or its assigns, by the date it falls due pursuant to the terms of the Debtor(s) loan agreement with Specialized Loan Servicing LLC, beginning with the April, 2017 payment, then Specialized Loan Servicing LLC or its assigns, shall give notice to the Debtor(s) and the Debtor(s) attorney of the default, and if the default is not cured within twenty (20) days of the date of said notice, then the automatic stay shall immediately lift without further Orders from the Court, allowing Specialized Loan Servicing LLC, or its assigns, to proceed against or otherwise liquidate the property described hereinabove.

4. If relief from the automatic stay under 11 U.S.C. § 362 becomes effective, this Creditor is thereafter entitled to enforce any and all of its right, title, interest in and to the subject property under applicable non-bankruptcy law. The filing and service of Notice of Payment Change and/or Notices of Post-Petition Fees, Expenses, and Charges, as described by FRBP 3002.1(b) and FRBP 3002.1(c) are not required once relief from the automatic stay under 11

U.S.C. § 362 is triggered and becomes effective. Upon entry of this Order granting relief from the automatic stay under 11 U.S.C. § 362, the 14-day stay of Rule FRBP 4001(a)(3) is waived.

*** END OF ORDER ***

Consented to by:

Terry L. Danford
Attorney for Debtor(s)

Sabrina L. McKinney
Acting Chapter 13 Trustee

This Order was prepared by:
Evan Eberhardt
Attorney for Specialized Loan Servicing LLC